

FOLEY & LARDNER LLP

Eileen R. Ridley (CA Bar No. 151735)

Tel: (415) 438-6469; eridley@foley.com

Shane J. Moses (CA Bar No. 250533)

Tel: (415) 438-6404; smoses@foley.comAnn Marie Uetz (admitted *pro hac vice*)Tel: (313) 234-7114; auetz@foley.comMatthew D. Lee (admitted *pro hac vice*)Tel: (608) 258-4203; mdlee@foley.comGeoffrey S. Goodman (admitted *pro hac vice*)Tel: (312) 832-4515; ggoodman@foley.comMark C. Moore (admitted *pro hac vice*)Tel: (214) 999-4150; mmoore@foley.com

One Market Plaza

55 Spear Street Tower, Suite 1900

San Francisco, CA 94105

*Counsel for the Debtor
and Debtor in Possession***UNITED STATES BANKRUPTCY COURT****NORTHERN DISTRICT OF CALIFORNIA****OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

**DECLARATION OF ATTILA BARDOS IN
SUPPORT OF DEBTOR'S SIXTH MOTION
TO EXTEND DEADLINE TO ASSUME OR
REJECT UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY
PURSUANT TO SECTION 365(d)(4) OF THE
BANKRUPTCY CODE**

Date: [TBD]

Time: [TBD]

Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

[Shortened Time Requested]

1 I, Attila Bardos, hereby declare as follows:

2 1. I am the chief financial officer of the Roman Catholic Bishop of Oakland (“the Debtor”).
3 I make this declaration in support of the *Debtor’s Sixth Motion to Extend Deadline to Assume or Reject*
4 *Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*,
5 filed concurrently herewith (the “Motion”).¹

6 2. I am familiar with the Debtor’s day-to-day operations, financial affairs, and books and
7 records. Except as otherwise noted, all facts set forth in this Declaration are based upon my personal
8 knowledge. If called upon to testify, I could and would testify competently to the facts set forth herein.

9 3. After the initial period of the Chapter 11 case and resolution of its first day motions, the
10 Debtor’s efforts focused on the bar date and claims process, pursuing insurance coverage for sexual abuse
11 claims through the Insurance Coverage Litigation, and mediation with the Committee and Insurers toward
12 negotiated consensual plan terms. Since the last extension of the Lease Assumption Deadline, the Debtor’s
13 focus in this Chapter 11 Case has been on seeking confirmation of the Plan and addressing the
14 Committee’s scorched earth litigation tactics in response to the Plan.

15 4. The Debtor has engaged in extensive mediation with both the Insurers and the Committee.
16 Following the conclusion of a virtual mediation session on November 6, 2024, and immediately prior to
17 the filing of its original plan, the Debtor and Insurers reached agreement on the terms of an insurance
18 assignment, the creation of the Survivors’ Trust (as defined in the Plan) and a “Litigation Option” for
19 Trust Claimants (as defined in the Plan) to pursue recovery under the pertinent insurance policies, all as
20 embodied in the Plan. This agreement was no small feat. The Debtor and Insurers have been adversaries
21 throughout this Chapter 11 Case on numerous important issues. The Debtor has not reached agreement
22 with the Committee on any Plan terms, although multiple aspects of the Plan align with the Committee’s
23 stated requests, and the Debtor continues to hope for a consensual resolution.

24 5. Notwithstanding the challenges posed by the Committee’s actions, the Debtor has
25 continued to work toward addressing the Committee’s concerns to the extent possible and putting forth a
26 confirmable plan of reorganization. To that end, the Debtor most recently filed its Third Amended Plan
27

28 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 and Third Amended Disclosure Statement, and obtained approval of the Third Amended Disclosure
2 Statement.

3 6. In light of the escalating costs of litigation regarding the Plan, on July 16, 2025, the Debtor
4 filed its Motion to Continue Confirmation, seeking a continuance of the Plan confirmation hearing. Based
5 on the Motion to Continue Confirmation, the court scheduled a status conference regarding confirmation
6 of the Third Amended Plan for November 12, 2025. The Debtor remains confident that the Plan can be
7 confirmed and is in the best interest of all the Debtor's creditors and its estate, but the costs of doing so
8 may be prohibitive. The Debtor remains hopeful that a consensual resolution can be reached with the
9 Committee. If that is not possible, the Debtor will evaluate its options regarding the case

10 7. The Cathedral Lease is for the Debtor's use of Cathedral Property, consisting of facilities
11 and grounds in Oakland owned by CCCEB, which includes the Cathedral of Christ the Light and the
12 Debtor's Chancery offices.

13 8. Although the primary purpose of the Cathedral Lease is nonresidential, the lease includes
14 Bishop Michael C. Barber's residence and other residential spaces used from time to time by other priests
15 of the Diocese.

16 9. The Debtor requires additional time beyond the current deadline so that treatment of the
17 Cathedral Lease can be resolved through the Debtor's Plan.

18 10. Since the Petition Date, the Debtor has paid its post-petition expenses in the ordinary course
19 of business or as otherwise provided by court order, including for the Cathedral Lease. The Debtor is
20 current on all monetary obligations due and owing on the Cathedral Lease. The Debtor is committed to
21 remaining current with respect to all undisputed post-petition obligations under the Cathedral Lease in
22 compliance with section 365(d)(3) of the Bankruptcy Code. As set forth in the *Debtor's Response to the*
23 *Official Committee of Unsecured Creditors' (I) Objection to Proposed Postpetition Payment to Catholic*
24 *Cathedral Corporation of the East Bay and (II) Request For an Emergency Hearing* [2144] (the "CCCEB
25 Payment Response"), payment of these obligations is necessary to the Debtor's operations, because
26 CCCEB does not otherwise have the funds to pay ongoing operating expenses of the Cathedral Property.

11. The deemed rejection of the Debtors' Cathedral Lease could adversely impact the Debtor's ongoing restructuring efforts and greatly disrupt its operations. For example, the Cathedral Lease grants the Debtor access to its central offices – the Chancery – and the most visible place of worship in the Diocese of Oakland, the Cathedral of Christ the Light, where daily Mass is held and where many Catholic faithful come to pray and to worship each day.

12. The Debtor has proposed the CCCEB Settlement as part of the Plan, whereby the Cathedral Property will be transferred to the Debtor, so that the Debtor can continue to use the Cathedral Property uninterrupted. As set forth in the CCCEB Payment Response, ongoing payments of operating expenses for the Cathedral Property are essential to continue maintenance and operation of of the Cathedral Property. The Debtor is in no position at this stage of the case to relocate the operations and activities that occur at this site.

I declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed on September 18, 2025, at Oakland, California.

/s/ Attila Bardos
Attila Bardos